

REQUEST FOR PROPOSAL

NUMBER 113-2013



**Convention Center Authority
of the Metropolitan Government of Nashville
and Davidson County**

**Printers
for the
Music City Center**

**Procurement Staff Contact:
Jasmine Quattlebaum
Director of Purchasing**

**Issue Date
April 8, 2013**

NOTICE TO OFFERORS

This Request for Proposal (RFP) has been posted to the Metropolitan Government of Nashville & Davidson County and Music City Center website for your convenience. Addenda and attachments, if issued are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Solicitation amendments are posted on the Metropolitan Government of Nashville & Davidson County (hereinafter "METRO") Procurement web site at (<http://www.nashville.gov/Finance/Procurement.aspx>) and at Music City Center website (www.nashvillemcc.com) and attached to the individual solicitation listing as either a Microsoft Office product or PDF file.

Any alterations to the document(s) made by the Offeror, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Convention Center Authority.

Request for Proposals

Printers

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**Request for Proposals
Printers
Convention Center Authority of the Metropolitan Government of
Nashville and Davidson County**

I. INTRODUCTION AND OVERVIEW

A) Purpose

The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (hereinafter, "CCA") is administering this Request for Proposal (hereinafter, "RFP") soliciting competitive sealed proposals from qualified firms to provide Printers for the Music City Center (hereinafter, "MCC") on an as need basis.

B) Objective

CCA desires to employ the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility.

The final decision of CCA will be made in its overall best interest.

C) Background

The CCA is responsible for the operations of the existing Nashville Convention Center (hereinafter, "NCC") and MCC, which is under construction. Currently, the NCC is under contract with Industrial Staffing of Tennessee. The NCC is not part of this RFP.

The Music City Center is scheduled to open on May 1, 2013. It will feature 1.2 million square feet of finished space, a 350,000 square foot exhibit hall, a 57,000 square foot Grand Ballroom, and 17,900 square foot Davidson Ballroom. There will be 60 meeting rooms approximately 102,000 total square feet, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5th Avenue with 19,000 square feet of space and the other at the corner of 8th Avenue and Demonbreun with 16,500 square feet of space). Additionally, the MCC will have 2,200 square feet of retail space available that may be accessed either from inside the MCC or from the street along 5th Avenue. The MCC is striving to achieve a Silver LEED Certification and will have parking for 1,800 cars and a full service in-house catering, audio-visual and communications technology center which is located at 201 Fifth Avenue, South, Nashville, TN 37203. Additional information about the project can be found at www.nashvillemusiccitycenter.com.

The Music City Center is the largest capital construction project in the city's history and is a major investment in Nashville's economic future. This investment is expected to generate returns for the city by creating

jobs and enhancing the local economy. Its construction has already prompted the announcement of several other developments – primarily hotels – in the surrounding area. The Music City Center Economic and Fiscal Impact Analysis completed in 2010 and prepared by HVS Convention, Sports and Entertainment concluded that, by 2017, the Music City Center will create an additional \$134.9 million in spending.

Created in 2009, the CCA consists of nine members appointed by the Mayor of Nashville to govern the activities associated with the Nashville Convention Center and the future Music City Center. The CCA's officers include a chair, vice-chair, and secretary, who are elected annually. Nashville's vice-mayor sits on the CCA as an ex-officio member.

D) Logos

Only the MCC approved logos will be utilized throughout the facility including, but not limited to uniforms, advertisements, business cards, brochures, proposals, etc. Other than legal requirements the name of the contractor will not be utilized.

E) Sustainability Requirements

Contractor must comply and participate in all MCC sustainability programs.

F) Bidder Registration

If the successful proposer is not registered with the Metropolitan Government as a potential supplier, the bidder will be required to register in iSupplier (<http://www.nashville.gov/Finance/Procurement.aspx>) to be awarded the bid. If the awarded proposer does not complete the registration within forty-eight (48) hours of its being notified of the proposer, CCA may determine that the bidder shall be deemed non-responsible and not be considered for award.

II. RFP GENERAL REQUIREMENTS/GUIDELINES

A) Public Record

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed. Prior to a successful Intent to Award Letter, all submissions will be kept private in order to preserve a competitive and fair selection process. Submission of an offer shall constitute an official waiver of any confidentiality statements.

B) Accurate Information

Failure to provide complete and accurate information in an offer to this solicitation may result in CCA instituting debarment proceedings against

the Offeror and/or termination proceedings against any contract that has been awarded.

C) Minor Irregularities

CCA reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of CCA. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

D) Americans with Disabilities Act

The successful contractor shall assure to the CCA that all services made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act (“ADA”) and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by Metropolitan Government of Nashville & Davidson County.

The Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

Individuals who need auxiliary aids for effective communication in the programs, services, or activities of the CCA are invited to make their needs and preferences known to the ADA Compliance Coordinator.

Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding American with Disabilities Act may be forwarded to the ADA Compliance Coordinator:

Elisa Putman, Assistant Director, CCA, Monday through Friday, 8:00 a.m. until 4:30 p.m. elisa.putman@nashville.gov

E) Non-Discrimination

It is the policy of the CCA not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this RFP the successful contractor certifies and warrants it will comply with this policy.

Notwithstanding any other provision of the RFP no person shall be excluded from participation in, be denied benefits of, be discriminated

against in the admission or access to, or be discriminated against in treatment or employment in the CCA's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any classification protected by the federal of Tennessee State Constitutional or statutory law; no shall they excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with CCA or in the employment practices of the CCA's Contractors.

Accordingly, all contractors entering into contracts with the CCA shall upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Further, the CCA prohibits discrimination. It is the policy of the CCA that it shall not discriminate in its employment practices by failing or refusing to hire or promote, or to discharge any individuals, because of the individual's race, religion, creed, gender identity, national origin, color, age, and/or disability.

F) Compliance with the Convention Center Authority's Procurement Policy and Affidavit

The successful contractor shall assure to the CCA that he/she is and will be at all times in compliance with the CCA's Procurement Policy. For further information or a copy of the policy, contact the Purchasing Department at MCCPurchasing@nashville.gov. Further, and as a part of the contract negotiations, the successful contractor shall submit a signed affidavit regarding compliance with laws, contingent fees, and nondiscrimination (see Exhibit A).

G) Insurance Requirements

Any potential supplier receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance. The awarded supplier must provide Metro with original Certificates of Insurance within fifteen days of notification of award.

General Liability and automobile liability policies must be endorsed to include CCA of the Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of supplier. The following insurance(s) shall be required:

General Liability Insurance in the amount of (\$1,000,000.00) dollars
(if the supplier will be making on-site delivery)

Automobile Liability Insurance in the amount one million
(\$1,000,000.00) dollars (if supplier will be making on-site deliveries)

Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.)

H) MCC Responsibilities

Contractor shall invoice CCA when work is completed as ordered by CCA. There will be no other charges or fees for the performance of this contract.

CCA will make reasonable efforts to make payments with 30 days of receipt of invoice but in any event shall make payment within 60 days.

CCA will make reasonable efforts to make payments to Small Businesses with 15 days of receipt of invoice but in any event shall make payment within 60 days.

Invoices must be mailed to the Nashville Convention Center 601 Commerce Street Nashville, TN 37203.

I) CCA's Right to Inspect

CCA shall have the right to inspect any area of the facility where the services performed under the resultant contract are performed. All areas maintained by the Contractor must be kept clean and orderly at all times.

J) Right to Protest

Proposer is entitled to protest to the Director of Purchasing, as authorized by Section 7.1 of the CCA Procurement Policy. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

K) Unauthorized Work

The Successful Proposer(s) shall not begin work until CCA issues a Notice to Proceed. Such Notice to Proceed shall constitute CCA authorization to begin work. Any unauthorized work performed by the Proposer(s) shall be deemed non-compensable by CCA and the Proposer(s) will have no recourse against CCA.

III. INSTRUCTIONS FOR PROPOSALS

A) Inquiries

Direct all questions related to this RFP via email with ***Printers RFP*** in the subject to:

mccpurchasing@nashville.gov

Official answers or position of the CCA will be stated in writing only by the Director of Purchasing or designee. The deadline for receiving questions is as indicated, below, in **Section D (Projected Timetable)**.

All questions will be compiled and responses will be posted as indicated in Section D, below, on Music City Center website at (<http://www.nashvillemusiccitycenter.com/about/procurement/rfp/rfq.asp>.) and METRO Government Procurement web site at (<http://www.nashville.gov/Finance/Procurement.aspx>)

B) Proposal Deadline and Delivery

Proposals must arrive no later than indicated in section D, below.

Proposals must be submitted in a sealed envelope. The CCA will not accept any proposals received after the stated date and time, and shall return such late proposals to the Proposer, or file the response unopened until an award is made. In instances where proposer has not picked up or make arrangements for proposal return, proposals will be destroyed/recycled.

The CCA shall not bear the responsibility for proposals delivered to the Nashville Convention Center past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier.

Proposers must submit **one (1) designated original**, and **two (2) numbered copies** of the proposal (total of 3) and **one (1) electronic copy** of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive. **VERIFY THAT FILES ARE ON THE DISC BEFORE SUBMITTING THE OFFER.**

List the Proposal Number on the outside of the box or envelope and note **"Printers Request for Proposal enclosed."**

All proposals are to be delivered (UPS, FedEx or Hand-delivery only) before 12:00 p.m., Nashville local time, by the RFP Due Date, below, in **Section D (Projected Timetable)** to the following address:

**Nashville Convention Center
601 Commerce Street
Nashville, TN 37203**

C) Projected Timetable

The following timetable should be utilized as a working guide for planning purposes. The CCA reserves the right to adjust this timetable as required during the course of the RFP process.

RFP Released	April 8, 2013	Monday
RFP Inquiries	April 8, 2013 – April 11, 2013	Monday - Thursday
Responses to Inquiries	April 12, 2013	Friday
RFP Due	April 17, 2013 (12:00 PM)	Wednesday

IV. EVALUATION OF PROPOSALS

CCA will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, Proposers should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the consensus scoring, the committee may recommend short-listing the proposals that are potentially acceptable and unacceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the CCA may request interviews and/or presentations by Proposers, carry out contract negotiations for the purpose of ultimately obtaining offers that are in the best interests of the CCA, and conduct detailed reference checks on the short listed Proposers.

CCA reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. A uniform sample of references will be checked for each short-listed Proposer.

The evaluation committee, appointed by the Director of Purchasing, shall be comprised of subject matter experts for the specific procurement. The committee may be CCA Employees, METRO employees, consultants, employees of other governmental agencies or citizens with no business conflicts with the potential contractors. Evaluation will be based on a consensus scoring as a result of the committee deliberations of the proposals.

The Director of Purchasing or designee reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the CCA or a submission of a proposal to the CCA offers no rights upon the Proposer nor obligates the Metropolitan Government of Nashville and Davidson County or CCA in any manner.

The CCA reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of CCA. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Contract.

A) Contractor Responsibilities

- Any contract resulting from this RFP will agree to hold unit prices for one (1) year following the date of initial installation.
- All unit prices and total bid amount are to include freight, delivery and installation.
- The contractor will be responsible for receipt of all products, unloading, inside delivery and protection of same, coordinating delivery time with MCC at no additional cost to CCA.
- The contractor must be prepared to warehouse incomplete shipments until all essential products/areas are available for complete installation.
- Warehousing may also be required at no additional charge if product is not delivered precisely as acknowledged and/or to better coordinate installation scheduling. A delivery and installation schedule shall be established and adhered to.
- **Note:** Contractor must also notify the appropriate contact person a minimum of 5 business days prior to delivery.
- The contractor will utilize crews that have been factory trained or certified on how to properly and safely install/assemble furniture and have passed a background check. As the contract proceeds, the contractor should utilize crews experienced in Metro installations.
- Installation is to include clean up and removal from the building/site any and all packing materials and trash generated from installation of the furniture on a daily basis and upon completion of the job. Contractor shall not use MCC dumpster for this removal of trash. Contractor may be required to show documentation of recycling of packaging materials.
- All members of the installation crew shall wear required safety equipment as designated by MCC. Safety training may be required at the contractor's expense.
- Contractor must provide a Statement of Manufacturing Date (if applicable)

B) Method of Source Selection

The CCA is using the Competitive Sealed Proposals method of source selection, as authorized by Section 3.3 of its Procurement Policy.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to CCA taking into consideration price and the other factors set forth in this RFP. CCA will not use any other factors or criteria in the evaluation of proposals received.

CCA may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

i. Minimum (general) criteria to be determined “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include: Were minority-owned and/or woman-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract proposal (Good Faith Effort)? Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made?

ii. Minimum (general) criteria to be determined “Responsible”

- Does the Offeror demonstrate an understanding of CCA needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract Metro seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

C) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Director of Purchasing of such error in writing and request modification or clarification of the document. Director of Purchasing will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived. Claims of ambiguity after submission of the Request for Proposal shall not serve as grounds for a protest.

D) Proposals and Presentation Costs

CCA will not be liable in any way for any costs incurred by any Proposer in the preparation of its offer in response to this solicitation, nor for any presentation of its offer and/or participation in any discussions, negotiations or protests.

E) Validity of Proposals

By submitting an offer, the Proposer agrees to be bound to and execute the resulting contract. CCA may, at its discretion, seek changes to the contract. Such changes will be managed by the CCA during the negotiation process. All proposals shall be valid for a period of one hundred twenty (120) days from the submission date.

F) Rejection of Offers

CCA reserves the right to accept or reject, in whole or in part, any, or all, offers submitted. The Purchasing Department shall reject the offer of any Proposer that is determined to be non-responsive. The unreasonable failure of a Proposer to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.

G) Acceptance of Proposals

The Director of Purchasing shall accept all proposals that are submitted properly. However, the Director of Purchasing reserves the right to request clarifications or corrections to proposals.

H) Requests for Clarification of Proposals

Requests by the Director of Purchasing for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

I) Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

V. ASSISTANCE TO SMALL AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES

A) Statement of Policy and its Implementation

In addition to the CCA assisting Small, Minority-Owned, and Woman-Owned Business Enterprises as set forth herein, it shall also be the policy of the CCA to assist small and Service-Disabled Veteran-Owned Business Enterprises in learning how to do business with the CCA. Furthermore, proposers are encouraged to maximize the usage of small and Service-Disabled Veteran-owned businesses in the performance of the contract.

In the evaluation of proposals, the CCA rewards proposers for committing to use small and Service-Disabled Veteran owned businesses as subcontractors by considering the minimum percentage of total contract dollars of committed small business subcontractor participation. A total of ten (10) points will be assigned to the proposer with the largest percentage of small and Service-Disabled Veteran-owned business participation (having met the minimum requirement level) and points will be prorated to the rest based on their respective participation levels. The minimum requirement level is no more than 1 point granted for each one percent (1%) of total contract value for small business utilized (maximum of ten (10) points). However, if the largest proposer of small and Service-Disabled Veteran-owned businesses proposes participation at twenty percent (20%) of the total contract value, it would receive 10 points and the one proposing participation at ten percent (10%) of the total contract value would receive only five (5) points.

B) Definition of Small Business

A “small business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field.

C) Definition of a Davidson County Service-Disabled Veteran-Owned Business and Status Confirmation

A Davidson County Service-Disabled Veteran owned business is any business owned by any person who served honorably in active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. Davidson County Service-Disabled Veteran-owned

means a service-disabled owned business that is a continuing, independent, for profit business located in Davidson County that performs a commercially useful function, and at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veterans; in the case of a business solely owned by one (1) service-disabled veteran and such person's spouse, is at least fifty percent (50%) owned and controlled by the service-disabled veteran; or in the case of any publicly-owned business, at least fifty-one percent (51%) of the stocks of which is owned and controlled by one (1) or more service-disabled veterans and whose management and daily business operations are under the control of one (1) or more service-disabled veterans. The CCA will confirm the status of Service-Disabled Veterans through the receipt of a SDVB certificate from the Governor's Office of Diversity Business Enterprise, which demonstrates that such business is a bona fide Service-Disabled Veteran-owned business. www.tennessee.gov/businessopp

D) Source Lists

The CCA shall compile, maintain and make available source lists of Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises for the purpose of encouraging procurement from small businesses. Proposers who desire assistance in locating potential small and Service-Disabled Veteran owned business subcontractors and suppliers are encouraged to follow the link <http://www.nashville.gov/Portals/0/SiteContent/Finance/Purchasing/SBELists.pdf> to see the instructions for obtaining such lists, or contact the Purchasing Department at MCCPurchasing@nashville.gov or Roxianne Bethune, DBE Manager, at roxianne.bethune@nashvillemcc.com for assistance.

E) Solicitation Mailing Lists

To the extent deemed appropriate by the CCA, it shall include Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises on solicitation mailing lists.

F) Documentation Requirements

Proposer must complete the List of Proposed Small Businesses (Exhibit C) and submit the Exhibit with the proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by the CCA. Proposer must confirm that any small businesses to be included in its proposal meet the small business standards set forth by the CCA. Proposer shall likewise notify its proposed small businesses that the CCA requires that the subcontractor be (1) registered to do business with the Metropolitan Government of Nashville and Davidson County and (2) approved as a small business through the submission to the CCA of documentation to confirm small business status including a copy of their two most recently submitted

business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by the CCA and used to confirm the small business status. Small business status must be approved by the CCA prior to proposal submission. While the CCA commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four (4) days before the bid/proposal is due to allow time for status to be granted.

G) Bonding and Progress Payments

The CCA may reduce the level or change the types of bonding normally required, or accept alternative forms of security to the extent reasonably necessary to encourage procurement from Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises. The CCA may make such special provisions for progress payments as deemed reasonably necessary to encourage procurement from Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises.

H) Misrepresentation

If during the course of the contract, a contractor fails to maintain the level of small business participation committed to in the contractor's proposal, or if any material representation made in contractor's proposal concerning the small business status of any subcontractor or contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. The CCA may, at its sole option and in addition to any other remedies available under the contract, at law or in equity, terminate the contract. Further, in the event that the CCA terminates the contract, the contractor shall pay the CCA's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. The CCA will institute debarment proceedings against any proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a small business. In addition, the CCA may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by the CCA as a result of the contractor's failure to maintain the level of small business participation committed to in the contractor's proposal.

VI. PROCUREMENT NONDISCRIMINATION PROGRAM

It is the policy of the CCA to promote full and equal business opportunities for all persons doing business with the CCA by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area.

VII. EVALUATION CRITERIA

A) Proposal Evaluation Committee

A committee appointed by the Director of Purchasing Agent will evaluate proposals. Other agencies and consultants of the Government also may examine documents. The committee will make recommendation(s) to the CCA to consider.

B) Response Format

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

C) Extraneous Information

Proposers should be brief and concise. Specific responses that exceed page limitations described in this solicitation may be considered non-responsive and excluded from evaluation. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.

D) Scoring

The evaluation criteria to be considered for this Request for Proposal are listed below. While CCA believes all these items to be of importance, their relative weight is indicated by the maximum points each evaluation criteria could receive. Within each evaluation criteria, subsets of the criterion may be defined to clarify the point distribution for that evaluation criterion. Award(s) will be made to the responsible proposer whose proposal is determined to be the most advantageous to the CCA. No other factors or criteria will be used in the evaluation.

Tab I, Cover Letter and Management Summary

Provide a cover letter on letterhead and state legal name of the firm signed by an authorized officer of the firm who is authorized to commit the Proposer's organization to perform work and address any questions regarding this proposal, including pricing.

Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal.

The Management Summary should indicate your firm's underlying philosophy in providing the service requested. Explain specific reasons why the Proposer is the most qualified to be awarded the Contract. Response limited to three pages.

Tab II, Experience and Qualifications

Total points available for this criterion are (25) points.

Provide information, which documents your firm's, and if applicable, subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

- How long has your firm been in business doing work similar in the scope of service described in this RFP?
- Provide information regarding your firm's ability to perform the requirements of this RFP.
- List three contracts you are currently operating that are of similar size and scope to the ones stated in this RFP. List the following:
 - Company name,
 - Contact person for the company
 - Phone number,
 - Email address

Tab III, Unit and Total Price

Total points available for this criterion are (60) points.

Complete and submit Unit Price and Total Price Schedule" based on the specifications attached.

No Comparable/Alternate Products will be accepted.

Tab IV, Small Business and Service Disabled Veteran Owned Business

Total points available for this criterion are (10) points (SBE/SDVBE only)

Include the Small Business, Service Disable Veteran Form documents in this Tab as part of your proposal.

Tab V, Acceptance of Conditions

Total points available for this criterion are (5) points.

Exceptions must be noted in this section of the proposal by the Proposer. Exceptions taken after the award may result in the withdrawal of the intent to award and Proposer's firm suspended from upcoming solicitations.

Any listing of exceptions by a Proposer in their proposal in no way obligates CCA at any time to change the contract's general terms and

conditions, the requirements of the RFP, or the insurance requirements of this solicitation.

Any exceptions listed by a Proposer may be unacceptable to CCA and may result in a reduction in the evaluation scoring or be cause for rejection of a Proposer's proposal.

**Exhibit A
Affidavit**

State of _____
County of _____

As used herein, "Offeror" will include respondents and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Convention Center Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Employment Requirement: Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension.

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 201____.

Notary Public

My commission expires: _____



Exhibit B

List of Proposed Small Businesses and Service Disable Veteran Owned Businesses

Proposer Name: _____

Notice: Small businesses listed must be registered with Metropolitan Government of Nashville and Davidson County (Metro) and small business status must be approved by the Metropolitan Government **prior** to proposal submission. Registration can be completed online at: [http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance-\(BAO\)/SBE-and-SDV.aspx](http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance-(BAO)/SBE-and-SDV.aspx)

	Small Business Name	Small Business Address, Phone Number and email address	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Phase in project when Small Business is anticipated to perform work	Minimum <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.					
2.					
3.					
4.					
5.					
6.					

INSTRUCTIONS:

TOTAL _____

- If the proposer is a small business, the proposer should also be included in this list.
- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Architectural/Design/Engineering; Educational; Information Systems/Technology; Marketing/Communications/Public Relations; Medical/Healthcare; Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry

Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

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NAME OF BIDDER:
 BIDDER ADDRESS:
 EMAIL:
 PHONE:

UNIT PRICE AND TOTAL PRICE SCHEDULE

Bidder shall submit the following schedule and bid form as part of the RFP response. In submitting this bid, bidder represents: A) that Bidder has examined and carefully studied the Bidding Documents; and B) that all components and parts are accounted for and included to complete the product and specification requirements.

NOTE: All unit prices and total bid amount are to include freight, delivery and installation unless "drop ship" is indicated. Bidder agrees to hold Unit Prices for 1 year following the date of initial installation.

LEAD TIME:

WARRANTY:

ITEM TYPE	QUANTITY	UNIT PRICE	EXTENDED
HP LJ Enterprise 600 M602n Printer	10	\$	\$
HP LJ Pro 400 M401dn Printer	20	\$	\$
Compatible HP 90X LaserJet M4555 MFP/ M602/ M603/ Enterprise 600 Series Print Cartridge	5	\$	\$
Compatible HP 80A LaserJet Pro 400 M401/ 400 MFP M425 Series Smart Print Cartridge	10	\$	\$

TOTAL BASIS OF DESIGN BID

\$

Print Name

Date

Authorized Signature

Date